

Pacific Southwest Bank F.S.B.

1-343A004

1010 Richmond Avenue
Houston, Texas 77006
713/285-2200

December 2, 1991

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

DEC 9 1991 10 15 PM

17615

Dec 9 10 09 AM '91
MOTOR OPERATING UNIT

Dear Secretary;

I have enclosed an original and one counterpart of the documentation described below, to be recorded pursuant to Section 11303 of Title 49 of the US Code. This document is a Security Agreement which is a primary document dated November 27, 1991.

The names and addresses of the parties to the document are as follows:

Mortgagor:

Rick A. Burger
11703 Mighty Redwood Dr.
Houston, Texas 77059

Mortgagee:

Pacific Southwest Bank, F.S.B.
1010 Richmond Avenue
Houston, Texas 77006

The following is a description of the equipment covered by the document:

One (1) used, 33,500 gallon nominal capacity Rail Road Tank Car, DOT Specification 112J340W, Car#GLNX 34215

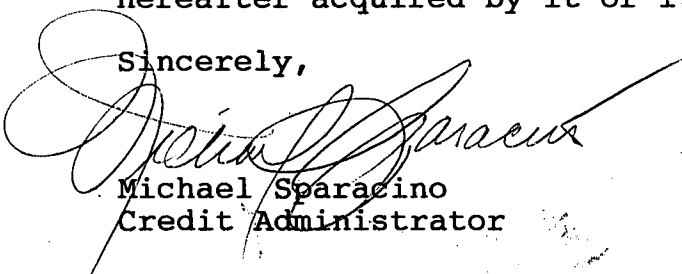
A fee of \$16.00 is enclosed. Please return the original and any copies not needed to:

Pacific Southwest Bank, F.S.B.
1010 Richmond Avenue
Houston, Texas 77006

The following is a brief summary of the documents to appear in the index:

Rail Road Tank Cars intended for use related to interstate commerce, or interest therein owned by Rick A. Burger as of November 27, 1991, together with all other property now owned or hereafter acquired by it or its successors.

Sincerely,


Michael Sparacino
Credit Administrator

Interstate Commerce Commission
Washington, D.C. 20423

12/9/91

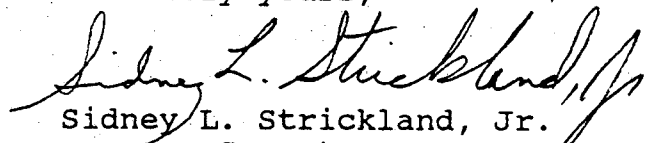
OFFICE OF THE SECRETARY

Michael Sparacino
Credit Administrator
Pacific Southwest Bank F.S.B.
1010 Richmond Avenue
Houston, Texas 77006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/9/91 at 10:15am, and assigned recordation number(s). 17615

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

17615
DEC 9 1991 -10 15 PM

SECURITY AGREEMENT

INTERSTATE COMMERCE COMMISSION

RICK A. BURGER

11703 MIGHTY REDWOOD DR. HOUSTON Name HARRIS TEXAS 77059
No. and Street City County State Zip Code

hereinafter called "Debtor," and PACIFIC SOUTHWEST BANK, F.S.B., whose address is 800 North Shoreline Blvd., Suite 200 South Tower, Corpus Christi, Texas 78401-3700, Attention - Credit Administration, hereinafter called "Secured Party," agree as follows:

Section 1. Security Interest and Collateral.

Debtor hereby grants to Secured Party a security interest in all of the following property [indicated by initials or marks in the appropriate box(es)], now owned or hereafter acquired by Debtor, together with all accessions, renewals, replacements, substitutions, additions and appurtenances thereto, thereof and therefor and all proceeds and products thereof, including without limitation the items described on all schedules or exhibits now or hereafter attached hereto (herein collectively called the "Collateral"):

☒ **Equipment and Personal Property.** All goods, equipment, machinery, furnishings, fixtures, furniture, appliances, parts, accessories, leasehold improvements, including without limitation those located on, affixed or attached to the real property described on Exhibit A attached hereto, chattels and other articles of personal property of whatever nature including without limitation, the railroad car or rolling stock described as a 33,500 gallon capacity retrofit pressure car model #DOT112T34OW, car #GLNX34215 leased by The Maddox Interests \$Equipment Leasing Revenue Pool to the Exxon Company, together with all lease payments, rentals, per diem mileage, mileage credits, excess mileage credits, insurance policies, insurance proceeds, and all other revenues and monies of whatsoever nature generated by or attributable to such railroad car or rolling stock (Collateral of the aforementioned types is hereinafter sometimes collectively called the "Equipment").

☐ **Accounts and General Intangibles.** All (i) accounts, receivables, accounts receivable, general intangibles, book debts, contract rights, instruments and documents (including without limitation, all documents of title); (ii) chattel paper, notes, drafts, acceptances, other evidences and forms of payment under leases of Equipment or contracts for the sale of Inventory or the performance of services, and other forms of obligations received by or belonging to Debtor for goods sold or leased and/or services rendered by Debtor; (iii) Debtor's rights in, to and under all purchase orders, sales contracts, instruments and other documents evidencing obligations for or representing payment for goods sold or leased and/or services rendered by Debtor; and (iv) monies due or to become due to Debtor under all contracts for the sale or lease of goods and/or the performance of services by Debtor; in each case of whatever nature; (Collateral of the aforementioned types is hereinafter sometimes collectively called "the Accounts," or singly "the Account"); and the rights and interests of Debtor in goods, the sale and delivery of which give rise to any such Account and all proceeds thereof (including but not limited to all insurance and claims for insurance in respect thereof).

☐ If, and only if, this box is initialed or marked, the security interest granted in Accounts shall be limited to the Accounts described on schedules or exhibits attached hereto, together with all proceeds thereof.

☐ **Inventory.** All goods, merchandise, raw materials, goods in process, finished goods, and other tangible personal property of whatever nature held for sale or lease or furnished or to be furnished under contracts of service or used or usable or consumed or consumable in Debtor's business, and all accounts, receivables, accounts receivables, instruments, notes, chattel paper, documents (including, without limitation, all documents of title), contract rights and general intangibles, arising in connection with any of the foregoing and all products thereof (including, without limitation, all insurance and claims for insurance affected or held for the benefit of Debtor or Secured Party in respect thereof) (Collateral of the aforementioned types is hereinafter sometimes collectively called the "Inventory").

☐ If, and only if, this box is initialed or marked, the security interest granted in Inventory shall be limited to the Inventory described on exhibits or schedules attached hereto, together with accessions and appurtenances thereto and proceeds thereof.

Section 2. Secured Indebtedness.

This Agreement is made to secure and enforce the payment and performance of **PROMISSORY NOTE IN THE AMOUNT OF THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (13,500.00) DATED NOVEMBER 27, 1991**

and of all other debts, obligations and liabilities of every kind and character of Debtor now or hereafter existing in favor of Secured Party whether such debts, obligations or liabilities are direct or indirect, primary or secondary, joint or several, fixed or contingent, and whether originally payable to Secured Party or to a third party and subsequently acquired by Secured Party and whether such debts, obligations or liabilities are evidenced by note, open account, overdraft, application for letter of credit, endorsement, surety agreement, guaranty or otherwise, it being contemplated that Debtor may hereafter become indebted to Secured Party in further sum or sums, and all modifications, renewals or extensions of or substitutions for any of the foregoing. All such indebtedness is hereinafter sometimes called the "secured indebtedness" or the "indebtedness secured hereby."

Section 3. Representations and Warranties.

3.1. **General.** Debtor makes the following representations and warranties to Secured Party which shall be deemed made as of the date of execution hereof and as of the date of each advance of any portion of the proceeds of the secured indebtedness:

(a) Debtor's location is the address stated at the beginning of this Agreement. Debtor's location is defined to mean (i) Debtor's place of business if Debtor has only one place of business; (ii) Debtor's chief executive office if Debtor has more than one place of business; or (iii) Debtor's residence if Debtor has no place of business.

(b) Debtor is now in a solvent condition and no bankruptcy or insolvency proceedings are pending or contemplated by or against Debtor, and Debtor has never changed its name.

(c) All information, reports, statements and other data furnished by or on behalf of Debtor to Secured Party prior to, contemporaneously with or subsequent to the execution of this Agreement or in connection with the secured indebtedness are and shall be true, correct and complete and do not and will not omit to state any fact or circumstance necessary to make the statements contained therein not misleading.

(d) Debtor is the lawful owner of good and marketable title to the Collateral and has the right and authority to grant a security interest in the Collateral; the Collateral is free and clear from all security interests and encumbrances except the security interest evidenced hereby; there is no financing statement covering the Collateral or its proceeds on file in any public office; and Debtor will warrant and forever defend the title to the Collateral and its proceeds against the claims and demands of all persons whomsoever claiming or to claim the same of any part thereof.

(e) The Collateral and the intended use thereof by Debtor comply with all applicable laws, rules and regulations. The Collateral will be used by Debtor primarily for business use.

(f) The Collateral is free from damage caused by fire or other casualty.

(g) This Agreement constitutes the legal, valid and binding obligation of Debtor enforceable against Debtor in accordance with its terms.

(h) The execution, delivery and performance of this Agreement do not, and will not contravene or violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect and applicable to Debtor or result in a breach of or constitute a default (with or without the giving of notice or the lapse of time or both) under any indenture or any loan, credit or other agreement to which Debtor is a party or by which Debtor may be bound or affected.

(i) The execution, delivery and performance of this Agreement do not require the consent or approval of any person, including, without limitation, any regulatory body or governmental authority.

3.2. **Accounts.** The following applies primarily to Accounts. The Debtor represents, warrants and covenants that the Collateral will meet the following requirements continuously from the time each Account comes into existence until it is collected in full: (a) the Account shall be due and payable not more than thirty (30) days from the date of the invoice or agreement evidencing same; (b) the Account arose from the performance of services by Debtor which have been fully and satisfactorily performed or from the absolute sale of goods by Debtor in which Debtor had the sole and complete ownership, and the goods have been shipped or delivered to the Account debtor, evidencing which Debtor or Secured Party has possession of shipping and delivery receipts; (c) the Account is not subject to setoff, counterclaim, defense, allowance or adjustment other than discounts for prompt payment shown on the invoice, or to dispute, objection or complaint by the Account debtor concerning his liability on the Account, and the goods, the sale of which gives rise to the Account, have not been returned, rejected, lost or damaged; (d) the Account arose in the ordinary course of Debtor's business, and no notice of bankruptcy or insolvency of Account debtor has been received by Debtor; and (e) the Account debtor's principal place of business and principal address is in the United States of America.

3.3. **Equipment and Inventory.** The following applies primarily to Equipment and Inventory. Debtor represents, warrants and covenants that the Collateral is not and will not become subject to setoff, counterclaim, defense, allowance or adjustment (other than warranty claims, the aggregate

amount of which shall not be material) other than the security interest of Secured Party under this Agreement. No part of the Collateral consists or will consist of consumer goods, timber, minerals and the like (including oil and gas) or other accounts resulting from the sale thereof.

Section 4. Covenants.

4.1. General Covenants. Debtor covenants and agrees with Secured Party as follows:

(a) Debtor shall make prompt payment, as the same becomes due, of all indebtedness secured hereby in accordance with the terms and provisions of the agreements evidencing such indebtedness.

(b) If Debtor is a corporation, Debtor will continuously maintain Debtor's corporate existence.

(c) Debtor will cause the Collateral to be maintained in accordance with all applicable laws and rules, regulations and orders promulgated by all applicable authorities. Debtor will not use, or allow the use of, the Collateral in any manner which constitutes a public or private nuisance or which makes void, voidable or cancelable, or increases the premium of, any insurance then in force with respect thereto. Debtor will not do or suffer to be done any act whereby the value of any part of the Collateral may be lessened. Debtor will allow Secured Party or its authorized representative to inspect, audit, check and/or make copies of the Collateral and Debtor's books and records and correspondence pertaining thereto and Debtor will assist Secured Party or said representative in whatever way necessary to make such inspection. If Debtor receives notice from any federal, state or other governmental entity that the Collateral is not in compliance with any applicable law, rule, regulation or order, Debtor will promptly furnish a copy of such notice to Secured Party.

(d) Debtor will cause all debts and liabilities of any character, incurred in connection with the Collateral to be promptly paid.

(e) Debtor will cause to be paid prior to delinquency all taxes, charges, liens and assessments heretofore or hereafter levied or assessed against the Collateral, or any part thereof, or against the Secured Party for or on account of the indebtedness secured hereby or the interest created by this Agreement, and will furnish Secured Party with receipts or other satisfactory evidence showing payment of such taxes and assessments at least ten (10) days prior to the applicable default date thereof.

(f) Debtor will keep that portion of the Collateral which is tangible personal property insured in an amount equal to the full insurable value thereof against loss or damage by fire, freeze, flood, insects, disease, spoilage, theft, and, in the case of equipment and motor vehicles, collision, and other hazards as may be required by Secured Party by policies of fire, extended coverage and other insurance in such company or companies, in such amounts, upon such terms and provisions, and with such endorsement, all as may be acceptable to Secured Party. Such insurance policies shall also contain a standard mortgagee's endorsement providing for payment of any loss to Secured Party. All policies of insurance shall provide for a minimum of thirty (30) days prior written notice of cancellation to Secured Party. All drafts or instruments of any kind evidencing payment under any such insurance policies which come into the possession of Debtor shall be immediately delivered to Secured Party. No such policies shall be payable to any party other than Secured Party and Debtor. Debtor shall furnish Secured Party with certificates or other evidence satisfactory to Secured Party of compliance with the foregoing insurance provisions. Duplicate originals of all policies, verifications, binders and cover notes covering any of the Collateral shall be delivered to Secured Party upon demand. Secured Party may act as attorney-in-fact for Debtor in obtaining, adjusting, settling and canceling such insurance and endorsing any drafts drawn by insurers of the Collateral. Secured Party may apply any proceeds of such insurance which may be received by it in payment on account of the indebtedness secured hereby, whether due or not.

(g) If the validity or priority of this Agreement or of any rights, titles, security interests or other interests created or evidenced hereby shall be attacked, endangered or questioned, or if any legal proceedings are instituted with respect thereto, Debtor will give prompt written notice thereof to Secured Party and, at Debtor's own cost and expense, will diligently endeavor to cure any defect which may be developed or claimed, and will take all necessary and proper steps for the defense of such legal proceedings, and Secured Party (whether or not named as a party to legal proceedings with respect thereto) is hereby authorized and empowered to take such additional steps as in its judgment and discretion may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of this Agreement and the rights, titles, security interests and other interests created or evidenced hereby, and all expenses so incurred of every kind and character shall be a demand obligation owing by Debtor, and shall bear interest from the date of expenditures until paid at the same rate ("Past Due Rate") provided for past-due or defaulted payments of principal and interest on the primary obligation secured hereby [defined as the promissory note secured hereby, or if more than one note is so secured, the promissory note with the largest face amount secured hereby, or if no note is so secured, the obligation secured hereby with the largest face amount] and shall be secured by this Agreement and by any other instrument securing the secured indebtedness. To the extent Secured Party pays any claim or lien on the Collateral, Secured Party shall be subrogated to all rights of the person receiving such payment.

(h) Debtor will, on request of Secured Party, (i) promptly correct any defect, error or omission which may be discovered in the contents of this Agreement or in any other instrument executed in connection herewith or in the execution or acknowledgement thereof; (ii) execute, acknowledge, deliver and record or file such further instruments (including, without limitation, further security agreements, financing statements and continuation statements) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Agreement and such other instruments, and to subject to the security interests hereof and thereof any property intended by the terms hereof and thereof to be covered hereby and thereby including specifically, but without limitation, any renewals, additions, substitutions, replacements or appurtenances to the then Collateral; (iii) execute, acknowledge, deliver, procure and record or file any document or instrument (including specifically any financing statement) deemed advisable by Secured Party to protect the security interest hereunder against the rights or interests of third persons and Debtor will pay all costs connected with any of the foregoing; and (iv) obtain and furnish to Secured Party a landlord's waiver of all liens with respect to any Collateral which is located on leased premises, which waiver shall be in form acceptable to Secured Party.

(i) Notwithstanding the security interest in proceeds granted herein, Debtor will not sell, lease, exchange, lend, rent, assign, transfer or otherwise dispose of all or any part of the Collateral or any interest therein or permit the title to the Collateral, or any interest therein, to be vested in any other party, in any manner whatsoever, by operation of law or otherwise, except for sales of Inventory in the ordinary course of Debtor's business or sales otherwise authorized in this Agreement, without the prior written consent of Secured Party.

(j) Debtor will pay all appraisal fees, filing fees, taxes, brokerage fees and commissions, Uniform Commercial Code search fees, escrow fees, attorneys' fees, and all other costs and expenses of every character incurred by Debtor or Secured Party in connection with the secured indebtedness, and will reimburse Secured Party for all such costs and expenses incurred by it. Debtor shall pay all expenses and reimburse Secured Party for any expenditures, including attorneys' fees and legal expenses, incurred or expended in connection with Secured Party's exercise of any of its rights and remedies hereunder or Secured Party's protection of the Collateral and its security interest therein. Any amount to be paid hereunder by Debtor to Secured Party shall be a demand obligation owing by Debtor to Secured Party and shall bear interest from the date of expenditure until paid at the Past Due Rate and shall be a part of the secured indebtedness and shall be secured by this Agreement and any other instrument securing the secured indebtedness.

(k) Debtor shall account fully and faithfully for and, if Secured Party so elects, except as otherwise specifically authorized herein, shall promptly pay or turn over to Secured Party the proceeds in whatever form received from disposition in any manner of any of the Collateral, whether the indebtedness secured hereby is due or not, and Secured Party may apply such proceeds to the secured indebtedness in any manner and in such order of maturity of payments due or to become due as Secured Party may in its sole discretion determine. Debtor shall at all times keep the Collateral and its proceeds separate and distinct from other property of Debtor and shall keep accurate and complete records of the Collateral and its proceeds.

(l) Debtor will not change its address, location, name, identity or corporate structure without notifying Secured Party of such change in writing at least thirty (30) days prior to the effective date of such change.

(m) Debtor shall furnish Secured Party all such information as Secured Party may request with respect to the Collateral.

(n) If Secured Party should at any time be of the opinion that the Collateral is not sufficient or has declined or may decline in value, or should Secured Party deem payment of Debtor's obligations to be insecure, then Secured Party may call for additional collateral satisfactory to Secured Party, and Debtor promises to furnish such additional collateral forthwith, but in any event within five (5) days after the date Secured Party requests such additional collateral. The call for additional collateral may be oral or by telegram or by United States Postal Service addressed to the address of Debtor shown at the beginning of this Agreement.

(o) Debtor agrees that if Debtor fails to perform any act or to take any action which hereunder Debtor is required to perform or take, or to pay any money which hereunder Debtor is required to pay, Secured Party, in Debtor's name or in its own name, may, but shall not be obligated to, perform or cause to be performed such act or take such action or pay such money, and any expenses so incurred by Secured Party and any money so paid by Secured Party, shall be a demand obligation owing by Debtor to Secured Party, and Secured Party, upon making such payment, shall be subrogated to all of the rights of the person, corporation or body politic receiving such payment. Any amounts due and owing by Debtor to Secured Party pursuant to this Agreement shall bear interest from the date such amount becomes due until paid at the Past Due Rate and shall be a part of the secured indebtedness and shall be secured by this Agreement and by any other instrument securing the secured indebtedness.

4.2. Equipment Covenants. Debtor covenants and agrees with Secured Party with respect to Equipment as follows:

(a) The Equipment will be used in the business of Debtor and shall remain in Debtor's possession or control at all times at Debtor's risk of loss at Debtor's location as stated herein and at such other places as Debtor may specify in writing to Secured Party.

(b) Debtor will keep the Equipment in good order, repair and operating condition, causing all necessary repairs, renewals, replacements, additions and improvements to be promptly made, and will not allow the Equipment to be misused, abused or wasted, or to deteriorate, except for the ordinary wear and tear of its intended primary use. Debtor will promptly replace all worn-out or obsolete Equipment covered by this Agreement with Equipment comparable to the replaced Equipment when new.

(c) If the Equipment is or is to be wholly or partly affixed to real estate or other goods, a description of the real estate or other goods is attached as Exhibit A hereto and the name of the record owner of such real estate or other goods is _____. Said real estate is not subject to any construction mortgage. If the Equipment is wholly or partly affixed to real estate or installed in or affixed on other goods, Debtor will, on demand of Secured Party, furnish the latter with a disclaimer or

disclaimers, signed by all persons having an interest in the real estate or other goods, of any interest in the Equipment which is prior to Secured Party's interest. Unless the blank spaces in this paragraph are filled in when this Agreement is executed, the Equipment will not be affixed to any real estate or other goods so as to become fixtures on such real estate or accessions to other goods.

4.3. Account Covenants. Debtor covenants and agrees with Secured Party with respect to Accounts as follows:

(a) In the event any goods, the sale or other disposition of which creates any Account, are returned to Debtor for credit, Debtor will promptly pay to Secured Party the full amount of the invoice price of such goods, and until such payment has been made, will hold such goods separate and apart from Debtor's own property in trust for Secured Party and will immediately notify Secured Party of such return. Debtor hereby grants unto Secured Party a security interest in such goods;

(b) Debtor shall not submit or represent to Secured Party any Account as one against which loans may be made which does not meet every requirement in every respect prescribed by this Agreement. Debtor shall notify Secured Party promptly in writing when any Account against which a loan was or may be made under this Agreement ceases to meet any of the requirements of this Agreement. Nothing in this paragraph shall be construed to limit or release any right of Secured Party to any Collateral arising pursuant to Section 1 of this Agreement.

(c) Debtor shall, as the agent of Secured Party, receive all cash, checks, notes, drafts and other instruments representing the proceeds of the Accounts. Debtor shall at Debtor's own expense take all reasonable and appropriate steps when necessary to enforce the collection of the Accounts and items representing proceeds thereof.

(d) Debtor shall from time to time at the request of Secured Party furnish Secured Party with a schedule of each Account constituting the Collateral and a list of all those liable on checks, notes, drafts and other instruments representing the proceeds of the Accounts. Secured Party shall have the right to make test verifications of the Collateral.

(e) Debtor shall at all times keep accurate books and records reflecting all facts concerning each Account at the address of Debtor set forth in this Agreement, including those pertaining to Debtor's warranties, representations and agreements under this Agreement. Immediately upon the execution of this Agreement, Debtor will make or allow Secured Party to make written designation on Debtor's books and records to reflect thereon the assignment to Secured Party of each Account covered by this Agreement.

(f) If any Account is or becomes subject to the Federal Assignment of Claims Act, Debtor will execute all instruments and take all steps required by Secured Party to comply with that act.

(g) Debtor will not agree to a material modification of any of the terms of any Account without the written consent of Secured Party.

(h) If any Account is evidenced by promissory notes, trade acceptances or other instruments for the payment of money, Debtor will, at the request of Secured Party immediately deliver them to Secured Party, appropriately endorsed to Secured Party's order, and regardless of the form of endorsement, Debtor waives presentment, demand, notice of dishonor, protest and notice of protest.

4.4. Inventory Covenants. Debtor covenants and agrees with Secured Party with respect to Inventory as follows:

(a) Subject to Subsection 4.4(b) of this Agreement, the Inventory is and shall remain in Debtor's possession or control at all times at Debtor's risk of loss and be kept at _____

where Secured Party may inspect it at any time, except for its temporary removal in connection with its ordinary use or unless Debtor notifies Secured Party in writing and Secured Party consents in writing in advance of its removal to another location.

(b) If the security interest evidenced hereby is a purchase money security interest and the Inventory is not located at the place indicated above in Section 4.4(a), as of the date of this Agreement, the Inventory shall come into Debtor's possession at the place shown above in Subsection 4.4(a) within thirty (30) days from the date of this Agreement. If the security interest evidenced hereby is not a purchase money security interest and the Inventory is not in the State of Texas as of the date of this Agreement, the security interest in such Inventory shall not attach to such Inventory until it arrives in the State of Texas.

(c) Until default, Debtor may use the Inventory in any lawful manner not inconsistent with this Agreement or with the terms or conditions of any policy of insurance thereon and may also sell or lease the Inventory in the ordinary course of business, subject to the following additional limitations, if any:

A sale in the ordinary course of business does not include a transfer in partial or total satisfaction of a debt. Until default, Debtor may also use and consume any raw materials or supplies, the use and consumption of which are necessary to carry on Debtor's business.

Section 5. Events of Default.

Debtor shall be in default under this Agreement upon the happening of any of the following events or conditions, hereinafter called an "Event of Default":

(a) Debtor's failure to pay when due any of the secured indebtedness; or

(b) default by Debtor in the punctual performance of any of the obligations, covenants, terms or provisions contained or referred to in this Agreement, in any other instrument securing the secured indebtedness or in any note secured hereby; or

(c) Debtor shall fail to pay at maturity, or within any applicable period of grace, any principal of or interest on any other obligation or shall fail to observe or perform any term, covenant or agreement contained in any agreement or obligation by which Debtor is bound for such a period of time as would accelerate, or would permit the holder thereof, or of any obligation issued thereunder, to accelerate, the maturity thereof, or of any such obligation; or Debtor is in default or in violation of any law or regulation of any governmental authority having jurisdiction over Debtor or its assets or property; or

(d) any warranty, representation or statement contained in this Agreement, any note evidencing any secured indebtedness, or any other instrument now or hereafter securing any secured indebtedness or made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to make a loan to Debtor, shall prove to have been false or misleading in any respect when made or furnished; or

(e) the loss, theft, substantial damage, destruction, or encumbrance of or to any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon, any sale, lease or other disposition of any of the Collateral, except for the sale, lease or disposition of Inventory in the ordinary course of Debtor's business; or

(f) Debtor's death, dissolution, termination of existence, insolvency or business failure; the failure of Debtor or of any guarantor or surety for Debtor generally to pay its debts as they come due; the appointment of a receiver, trustee, custodian or liquidator of all or any part of the property of Debtor; an assignment for the benefit of creditors of Debtor; the calling of a meeting of creditors of Debtor; or the commencement of any proceeding under any bankruptcy, insolvency or reorganization laws by or against Debtor or any guarantor or surety for Debtor; or the issuance or rendering of a final order or judgment for the payment of money against Debtor or any guarantor or surety for Debtor which shall remain undischarged for a period of thirty (30) days or shall result in a writ of attachment or execution against Debtor or any of Debtor's property which is not released, stayed, bonded, or vacated within thirty (30) days of such issuance or levy; or

(g) any statement of the financial condition of Debtor or of any guarantor, comaker, surety or endorser of any liability of Debtor submitted to Secured Party by Debtor or any such guarantor, comaker, surety or endorser shall prove to be false or misleading in any respect; or

(h) any guarantor, comaker, surety or endorser for Debtor defaults in any obligation or liability, or revokes or attempts to revoke any guaranty of any portion of the secured indebtedness; or

(i) any adverse material change shall occur in the assets, liabilities, financial condition, business operations, affairs or circumstances of Debtor.

Section 6. Remedies in Event of Default. Upon the occurrence of an Event of Default, or if Secured Party shall deem payment of Debtor's obligations to be insecure, and at any time thereafter, Secured Party shall have the following rights and remedies:

6.1. Secured Party shall have the option of declaring all indebtedness secured hereby, principal and accrued interest, to be immediately due and payable, WITHOUT DEMAND, PRESENTMENT OR NOTICE, INCLUDING BUT NOT LIMITED TO, NOTICE OF INTENTION TO ACCELERATE AND NOTICE OF ACCELERATION, TO ANY PERSON, ALL SUCH NOTICES BEING HEREBY EXPRESSLY WAIVED.

6.2. Secured Party is authorized to peaceably take possession of the Collateral and of all books, records and accounts relating thereto, and to exercise without interference from Debtor any and all rights which Debtor has with respect to the management, possession, operation, protection or preservation of the Collateral, including the right to rent and/or sell the same for the account of Debtor and to deduct from such rents and/or sales proceeds all costs, expenses and liabilities of every character incurred by Secured Party in collecting such rents and/or sales proceeds and in managing, operating, maintaining protecting or preserving the Collateral, and to apply the remainder of such rents and/or sales proceeds on the indebtedness secured hereby in such manner as may be required by applicable law or, if no law applies, as Secured Party may elect. All such costs, expenses and liabilities incurred by

Secured Party in collecting such rents in managing, operating, maintaining, protecting or preserving such properties, if not paid out of such rents as hereinabove provided, shall constitute a demand obligation owing by Debtor and shall bear interest from the date of expenditure until paid at the Past Due Rate, all of which shall constitute a portion of the secured indebtedness. If necessary to obtain the possession provided for above, Secured Party may invoke any and all legal remedies to dispossess Debtor, including specifically one or more actions for forcible entry and detainer. In connection with any action taken by Secured Party pursuant to this paragraph 6.2., Secured Party shall not be liable for any loss sustained by Debtor resulting from any failure to let or sell the Collateral, or any part thereof, or from any other act or omission of Secured Party in managing the Collateral unless such loss is caused by the willful misconduct and bad faith of Secured Party, nor shall Secured Party be obligated to perform or discharge any obligation, duty or liability under any lease or sales agreement covering the Collateral or any part thereof, or under or by reason of this instrument or the exercise of rights or remedies hereunder.

6.3. Secured Party shall have all the rights of a secured party after default under the Uniform Commercial Code of Texas and in conjunction with and in addition to those rights and remedies provided for herein:

(a) Secured Party may peaceably enter upon Debtor's premises to take possession of, assemble and collect the Collateral or to render it unusable; and

(b) Secured Party may require Debtor to assemble the Collateral and make it available at a place Secured Party designates which is mutually convenient to Debtor and Secured Party; and

(c) Written notice mailed to Debtor as provided herein ten (10) days prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made shall constitute reasonable notice; and

(d) Unless otherwise required by law, it shall not be necessary that Secured Party take possession of the Collateral or any part thereof prior to the time any sale pursuant to the provisions of this paragraph is conducted and it shall not be necessary that the Collateral or any part thereof be present at the location of such sale; and

(e) Prior to application of proceeds of disposition of the Collateral to the secured indebtedness, such proceeds shall be applied to the reasonable expenses of retaking, holding, preparing for sale or lease, selling and/or leasing the Collateral and the like and the attorneys' fees and legal expenses incurred by Secured Party in connection therewith, Debtor to remain liable for any deficiency; and

(f) The sale by Secured Party of less than the whole of the Collateral shall not exhaust the rights of Secured Party hereunder, and Secured Party is specifically empowered to make successive sale or sales hereunder until the whole of the Collateral shall be sold; and, if the proceeds of such sale of less than the whole of the Collateral shall be less than the aggregate of the indebtedness secured hereby, this Agreement and the security interest created hereby shall remain in full force and effect as to the unsold portion of the Collateral just as though no sale had been made; and

(g) In the event any sale hereunder is not completed or is defective in the opinion of Secured Party, such sale shall not exhaust the rights of Secured Party hereunder and Secured Party shall have the right to cause a subsequent sale or sales to be made hereunder; and

(h) Any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder as to nonpayment of the indebtedness or as to the occurrence of any default, or as to Secured Party having declared all of such indebtedness to be due and payable, or as to notice of time, place and terms of sale and the properties to be sold having been duly given, or as to any other act or thing having been duly done by Secured Party, shall be taken as prima facie evidence of the truth of the facts so stated and recited; and

(i) Secured Party may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Secured Party, including the sending of notices and the conduct of sale, but in the name and on behalf of Secured Party; and

(j) Secured Party shall not be obligated to make any sale pursuant to any such notice. Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at any time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned. In case of any sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by Secured Party until the selling price is paid by the purchaser thereof, but Secured Party shall incur no liability in case of the failure of such purchaser to take up and pay for the Collateral so sold, and in case of any such failure such Collateral may again be sold upon like notice. Each and every method of disposition described in this section shall constitute disposition in a commercially reasonable manner. Debtor shall remain liable for any deficiency.

6.4. All remedies herein expressly provided for are cumulative of any and all other remedies existing at law or in equity and are cumulative of any and all other remedies provided for in any other instrument securing the payment of the secured indebtedness, or any part thereof, or otherwise benefitting Secured Party, and the resort to any remedy provided for hereunder or under any such other instrument or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

6.5. Secured Party may resort to any security given by this Agreement or to any other security now existing or hereafter given to secure the payment of the secured indebtedness, in whole or in part, and such portions and in such order as may seem best to Secured Party in its sole and uncontrolled discretion, and any such action shall not in anywise be considered as a waiver of any of the rights, benefits or security interests evidenced by this Agreement.

6.6. TO THE FULL EXTENT DEBTOR MAY DO SO, DEBTOR AGREES THAT DEBTOR WILL NOT AT ANY TIME INSIST UPON, PLEAD, CLAIM OR TAKE THE BENEFIT OR ADVANTAGE OF ANY LAW NOW OR HEREAFTER IN FORCE PROVIDING FOR ANY APPRAISEMENT, VALUATION, STAY, EXTENSION OR REDEMPTION, AND DEBTOR, FOR DEBTOR, DEBTOR'S HEIRS, DEVISEES, REPRESENTATIVES, RECEIVERS, TRUSTEES, SUCCESSORS AND ASSIGNS, AND FOR ANY AND ALL PERSONS EVER CLAIMING ANY INTEREST IN THE COLLATERAL, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES AND RELEASES ALL RIGHTS OF REDEMPTION, VALUATION, APPRAISEMENT, STAY OF EXECUTION, NOTICE OF INTENTION TO MATURE OR DECLARE DUE THE WHOLE OF THE SECURED INDEBTEDNESS, NOTICE OF ELECTION TO MATURE OR DECLARE DUE THE WHOLE OF THE SECURED INDEBTEDNESS AND ALL RIGHTS TO A MARSHALING OF THE ASSETS OF DEBTOR, INCLUDING THE COLLATERAL, OR TO A SALE IN INVERSE ORDER OF ALIENATION IN THE EVENT OF FORECLOSURE OF THE SECURITY INTEREST HEREBY CREATED.

6.7. Additional Account Remedies. Upon the occurrence of an Event of Default, or if Secured Party shall deem payment of Debtor's obligations to be insecure, and at any time thereafter, in connection with, in addition to or in substitution for those rights and remedies provided for herein:

(a) Secured Party may notify or require each Account debtor or other obligor obligated on any Account or part of it to make payment directly to Secured Party and Secured Party may take control of the proceeds paid to Secured Party. Until Secured Party elects to exercise these rights, Debtor is authorized as agent of Secured Party to collect and enforce the Accounts. The cost of collection and enforcement, including attorneys' fees and expenses, shall be borne solely by Debtor whether incurred by Secured Party, or Debtor; and

(b) Secured Party may require that Debtor will, upon receipt of checks, drafts, cash and other remittances in payment or on account of the Accounts, deposit all of them in a special bank account over which Secured Party alone has power of withdrawal. The funds in the account shall be held by Secured Party as security for all loans made under this Agreement and all other indebtedness of Debtor to Secured Party secured by this Agreement. The proceeds shall be deposited in precisely the form received, except for the endorsement of Debtor where necessary to permit collection of items. Debtor agrees to make the endorsement and authorizes Secured Party to make it on Debtor's behalf. Pending deposits, Debtor agrees that it will not commingle the checks, drafts, cash and other remittances with Debtor's funds or property, but will hold them separate and apart and upon an express trust for Secured Party until deposit in the special account. Secured Party may apply or set off the deposits against any liability of Debtor to Secured Party.

Section 7. Additional Agreements.

7.1. If all of the secured indebtedness is paid as the same becomes due and payable, and if all of the covenants, warranties, undertakings and agreements made in this Agreement are kept and performed, then and in that event only, all rights under this Agreement shall terminate and the Collateral shall become wholly free of the security interest evidenced hereby, and such security interest shall be released by Secured Party in due form at Debtor's cost.

7.2. Secured Party may waive any default without waiving any other prior or subsequent default. Secured Party may remedy any default without waiving the default remedied. The failure by Secured Party to exercise any right, power or remedy upon any default shall not be construed as a waiver of such default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise by Secured Party of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Debtor therefrom shall in any event be effective unless the same shall be in writing and signed by Secured Party and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice to nor demand on Debtor in any case shall of itself entitle Debtor to any other or further notice of demand in similar or other circumstances. Acceptance by Secured Party of any payment in an amount less than the amount then due on any secured indebtedness shall be deemed an acceptance on account only and shall not in any way affect the existence of a default hereunder.

7.3. Secured Party may at any time, and from time to time, in writing (a) waive compliance by Debtor with any covenant herein made by Debtor to the extent and in the manner specified in such writing; (b) consent to Debtor's doing any act which hereunder Debtor is prohibited from doing, or consent to Debtor's failing to do any act which hereunder Debtor is required to do, to the extent and in the manner specified in such writing; (c) release any part of the Collateral or any interest therein from the security interest of this Agreement; or (d) release any party liable, either directly or indirectly, for the secured indebtedness or for any covenant herein or in any other instrument now or hereafter securing the payment of the secured indebtedness, without impairing or releasing the liability of any other party. No such act shall in any way impair the rights of Secured Party hereunder except to the extent specifically agreed to by Secured Party in such writing.

7.4. The security interest and other rights of Secured Party hereunder shall not be impaired by an indulgence, moratorium or release granted by Secured Party, including but not limited to (a) any renewal, extension or modification which Secured Party may grant with respect to any secured

indebtedness; (b) any surrender, compromise, release, renewal, extension, exchange or substitution which Secured Party may grant in respect of any item of the Collateral, or any part thereof or any interest therein; or (c) any release or indulgence granted to any endorser, guarantor, comaker or surety of any secured indebtedness.

7.5. A carbon, photographic or other reproduction of this Agreement or of any financing statement relating to this Agreement shall be sufficient as a financing statement.

7.6. Debtor will cause all financing statements and continuation statements relating hereto to be recorded, filed, re-recorded and refilled in such manner and in such places as Secured Party shall reasonably request, and will pay all such recording, filing, re-recording and refiling taxes, fees and other charges.

7.7. In the event the ownership of the Collateral or any part thereof becomes vested in a person other than Debtor, Secured Party may, without notice to Debtor, deal with such person with reference to this Agreement and to the indebtedness secured hereby in the same manner as with Debtor, without in any way vitiating or discharging Debtor's liability hereunder or on the indebtedness secured hereby. No sale of the collateral, no forbearance on the part of Secured Party and no extension of the time for the payment of the indebtedness secured hereby given by Secured Party shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Debtor or of any other person hereunder or for the payment of the indebtedness secured hereby, except as agreed to in writing by Secured Party.

7.8. To the extent the proceeds of any secured indebtedness are used to pay indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against the Collateral, such proceeds have been advanced by Secured Party at Debtor's request and Secured Party shall be subrogated to any and all rights, security interests and liens owned by any owner or holder of such outstanding liens, security interests, charges or encumbrances, irrespective of whether said liens, security interests, charges or encumbrances are released.

7.9. If any part of the secured indebtedness cannot be lawfully secured by this Agreement, or if any part of the Collateral cannot be lawfully subject to the security interest hereof to the full extent of such indebtedness, then all payments made shall be applied on said indebtedness first in discharge of that portion thereof which is not secured by this Agreement.

7.10. Secured Party may assign this Agreement so that the assignee shall be entitled to the rights and remedies of Secured Party hereunder and in the event of such assignment, Debtor will assert no claims or defenses it may have against the assignee except those granted in this Agreement.

7.11. Any notice, request, demand or other communication required or permitted hereunder, or under any note, guaranty, loan or agreement or other instrument securing the payment of the secured indebtedness (unless otherwise expressly provided therein), shall be given in writing by delivering same in person to the intended recipient, or by depositing same in the United States Postal Service, postage prepaid, registered, or certified mail return receipt requested, addressed to the intended recipient at the address shown herein, or to such different address as the addressee may have designated by prior written notice given in accordance herewith at least ten (10) days in advance of the date upon which such change of address is to be effective. Notices given in accordance with this paragraph shall be deemed effectively given upon the earlier of actual receipt by the intended recipient or three (3) days after same is deposited in the mail.

7.12. This Agreement shall be binding upon Debtor, and the heirs, devisees, representatives, receivers, trustees, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Collateral, and shall inure to the benefit of Secured Party and the successors and assigns of Secured Party.

7.13. Secured Party in its discretion may, whether or not any of the indebtedness secured hereby be due, in its name or in the name of Debtor or otherwise, demand, sue for, collect or receive any money or other property at any time payable or receivable on account of or in exchange for, or make any compromise settlement deemed desirable with respect to, any of the Collateral, but Secured Party shall be under no obligation to do so.

7.14. Whenever possible, each provision of this Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law. A determination that any provision of this Security Agreement is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Security Agreement to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

7.15. Secured Party may, by any employee or employees it designates, execute, sign, endorse, transfer or deliver in the name of Debtor, notes, checks, drafts or other instruments for the payment of money and receipts or any other documents necessary to evidence, perfect and realize upon the security interests and obligations of this Agreement.

7.16. The term "Debtor" as used in this Agreement shall be construed as singular or plural to correspond with the number of persons executing this Agreement as Debtor. The pronouns used in this Agreement are in the neuter gender but shall be construed as feminine or masculine as occasion may require. "Secured Party" and "Debtor" as used in this Agreement shall include the respective heirs, devisees, executors or administrators, successors, representatives, receivers, trustees and assigns of those parties. If more than one person executes this Agreement as Debtor, their obligations under this Agreement shall be joint and several.

7.17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement. Unless otherwise defined herein, terms used in this Agreement which are defined in the Texas Uniform Commercial Code are used with the meanings as therein defined. Any and all schedules and exhibits attached hereto are incorporated herein by this reference.

7.18. Secured Party may render and send to Debtor a statement of account showing loans made, all other charges, expenses and items chargeable to Debtor, payment made by Debtor against the loans, proceeds collected and applied to the loans, other appropriate debits and credits, and the total of Debtor's indebtedness on the loans as of the date of the statement of account, and the statement of account shall be considered correct in all respects and accepted by and conclusively binding upon Debtor, except for specified objections which Debtor makes in writing within five (5) days from the date upon which the statement of account is sent.

7.19. Notwithstanding anything to the contrary herein, if any secured indebtedness shall be indebtedness resulting from an extension of credit to a consumer (as such terms are defined or described in 12 C.F.R. 227, Regulation AA of the Federal Reserve Board) hereinafter referred to as "consumer credit obligation" then the collateral securing any such consumer credit obligation shall not extend to any nonpossessory security interest in household goods which is not a purchase money security interest (as defined in said Regulation AA), and no waiver of any notice herein shall be construed under any circumstances to extend to any waiver of notice which is prohibited by Regulation AA.

7.20. Secured Party may subrogate to all of Debtor's interests, rights and remedies in respect to any Account.

Section 8. OWNER'S CONSENT TO SECURITY AGREEMENT AND/OR PLEDGE. FOR VALUE RECEIVED AND IN ORDER TO INDUCE SECURED PARTY TO EXTEND CREDIT TO, AND ENTER INTO THE LOAN TRANSACTION(S) WITH THE DEBTOR AS DESCRIBED IN AND SECURED BY THIS AGREEMENT, THE UNDERSIGNED OWNER HEREBY: (1) REPRESENTS AND WARRANTS THAT THE COLLATERAL IS OWNED ABSOLUTELY BY THE UNDERSIGNED (OR BY THE UNDERSIGNED AND DEBTOR) FREE OF ANY SETOFF, RESTRICTION, ADVERSE CLAIM, ENCUMBRANCE OR SECURITY INTEREST, EXCEPT FOR THE SECURITY INTEREST GRANTED BY THIS AGREEMENT; (2) GRANTS, AND CONSENTS TO DEBTOR'S GRANTING, THE SECURITY INTEREST IN THE COLLATERAL GRANTED BY THIS AGREEMENT TO SECURE PAYMENT OF THE SECURED INDEBTEDNESS AND ALL RENEWALS OR EXTENSIONS THEREOF; (3) AUTHORIZES SECURED PARTY (A) AT ANY TIME OR TIMES TO RECEIVE AND ACCEPT THE COLLATERAL FROM DEBTOR, AND ALSO ANY OTHER COLLATERAL STANDING IN THE NAME OF OR OWNED BY THE UNDERSIGNED OWNER WHICH DEBTOR MAY HEREAFTER AT ANY TIME OR FROM TIME TO TIME DEPOSIT WITH SECURED PARTY, AS COLLATERAL TO SECURE PAYMENT OF THE SECURED INDEBTEDNESS AND ANY AND ALL RENEWALS OR EXTENSIONS THEREOF, (B) TO HOLD, TRANSFER AND DISPOSE OF ANY AND ALL SUCH COLLATERAL UPON THE TERMS AND CONDITIONS OF THIS AGREEMENT AND (C) TO RENEW OR EXTEND THE TIME OF PAYMENT OF, OR GRANT ANY OTHER INDULGENCE CONCERNING, ANY OF THE SECURED INDEBTEDNESS, TO SUBSTITUTE, EXCHANGE, SURRENDER OR RELEASE ALL OR ANY PART OF SUCH COLLATERAL OR ANY OTHER SECURITY FOR THE SECURED INDEBTEDNESS, TO RELEASE ANY PARTY PRIMARILY OR SECONDARILY LIABLE ON ANY OF THE SECURED INDEBTEDNESS (INCLUDING ANY MAKER, ENDORSER OR GUARANTOR), TO DELIVER ALL OR ANY PART OF SUCH COLLATERAL OR THE PROCEEDS THEREOF TO OR UPON THE ORDER OF DEBTOR, TO DELAY OR OMIT TO EXERCISE ANY RIGHT OR POWER HEREUNDER OR WITH RESPECT TO ANY OF THE SECURED INDEBTEDNESS AND TO USE AND DEAL WITH SUCH COLLATERAL OR PROCEEDS IN LIKE MANNER AS THOUGH DEBTOR WERE THE SOLE AND ABSOLUTE OWNER THEREOF, ALL WITHOUT IN ANY MANNER IMPAIRING OR AFFECTING SECURED PARTY'S RIGHTS HEREUNDER OR UNDER THIS AGREEMENT; (4) WAIVES NOTICE OF ANY ACTION BY SECURED PARTY HEREINABOVE AUTHORIZED, INCLUDING WITHOUT LIMITATION NOTICE OF CREATION,

EXISTENCE, EXTENSION OR RENEWAL OF ANY OF THE SECURED INDEBTEDNESS; AND (5) CONFIRMS THE REPRESENTATIONS AND WARRANTIES MADE BY DEBTOR IN THIS AGREEMENT WITH RESPECT TO THE COLLATERAL.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.
THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

EXECUTED as of the 27th day of November, 19 91.

SIGNATURE(S) OF DEBTOR:

Rick A. Burger
RICK A. BURGER

SIGNATURE(S) OF OWNER:

SIGNATURE OF SECURED PARTY:

PACIFIC SOUTHWEST BANK, F.S.B.

By: *Ann Casimir*
Name: ANN CASIMIR
Title: ASSISTANT VICE PRESIDENT

Individual Form of Acknowledgment

STATE OF TEXAS
COUNTY OF HARRIS

On this 27 day of November, 1991, before me, personally appeared RICK A BURGER, to me known to be the person described in and who executed the foregoing instrument and (s)he acknowledged that (s)he executed the same as his/her free act and deed.

[Seal]

My Commission Expires:

Michael Sparacino
Signature of Notary



STATE OF OREGON, *State of Illinois*
COUNTY OF CLACKAMAS *Cook*) ss.

On this 21ST day of March, 1994, before me personally appeared James L. Duffy, to me personally known, who being by me duly sworn, says that he is PRESIDENT of Go Get-Em, Inc. that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

Madeline Porreca
NOTARY PUBLIC

My commission expires: 12-27-94

